

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter the "Agreement") is made this 14 day of November, 2019, by and among ANDREI J. KUBLAN, ESQ. and CORI RUTH CURTIS (aka CORI JENSEN), who agree as follows:

RECITALS

WHEREAS, between November 6, 2018 and July 23, 2019, CORI RUTH CURTIS composed, published, and circulated on several internet websites and social media platforms, such as Google, Facebook, and Yelp, a number of negative, malicious, defamatory, and libelous statements/reviews concerning ANDREI J. KUBLAN, ESQ. and his professional fitness (hereinafter collectively the "Libelous Statements").

WHEREAS, on July 24, 2019, ANDREI J. KUBLAN, ESQ. instituted suit against CORI RUTH CURTIS in the Circuit Court of Fairfax County, Virginia, Civil Action No. 2019-10105, in connection with the Libelous Statements (hereinafter the "Lawsuit").

WHEREAS the parties have reached an agreement to settle and dismiss the Lawsuit.

NOW, THEREFORE, the parties intending to be legally bound, agree as follows:

1. Recitals. The Recitals form an intrical part of this Agreement and the recitals are incorporated herein as if fully set forth.
2. CORI RUTH CURTIS shall immediately, but in no event later than two (2) days from the date of this Agreement, remove and delete the Libelous Statements from all websites and socila media platforms.

3. CORI RUTH CURTIS shall not now or at any time in the future compose, publish, and circulate on any internet websites and/or social media platforms, including but not limited to Google, Facebook, and Yelp, any negative, malicious, defamatory, slanderous, and libelous statements and/or reviews concerning ANDREI J. KUBLAN, ESQ., his law firm, his business, and/or his professional fitness.

4. For the promises and agreements contained herein, to avoid costly and uncertain litigation, and for other good and valuable consideration the adequacy of which is hereby acknowledged, ANDREI J. KUBLAN, ESQ. and his law firm, assigns, insurers, agents, successors in interest, attorneys, beneficiaries, and heirs hereby agree to release and forever discharge CORI RUTH CURTIS from any and all actions, suits, causes of action, claims, demands, damages, costs, loss of service, expenses, which they now have, or in the future may have, against CORI RUTH CURTIS, on account of, or in any way growing out of the Libelous Statements and the Lawsuit.

5. Further Assurances. The Parties hereby further agree that they shall execute and deliver any and all documents reasonably necessary or appropriate to implement and carryout the intent and purpose of this agreement.

6. Advice of Counsel. Each of the parties hereto agrees, warrants, and represents, that he/she has carefully reviewed the contents of this Agreement and that in executing this Agreement, he/she does so with full knowledge of any rights which he/she may have that he/she has received independent legal advice from his/her attorney with respect to the matters set forth herein and that he/she freely and voluntarily executed this Agreement without reliance upon any other Agreement,

promise, statement, or representation by or on behalf of the other party or its attorneys, except as set forth in this Agreement.

7. Miscellaneous.

a. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter herein, is intended as a complete and exclusive statement of the terms of the Agreement among the parties and supersedes all prior agreements, representations, and understandings either written or oral.

b. Attorney's Fees. Unless provided otherwise in this Agreement, the parties agree that any costs, including but not limited to counsel fees, court costs, investigation fees, and travel expenses, incurred by a party in the successful enforcement of any of the agreements, covenants, or provisions of this Agreement, whether through litigation or other action necessary to compel compliance herewith, shall be borne by the defaulting party.

c. Choice of Law. This agreement shall be governed by and interpreted by the laws in the Commonwealth of Virginia.

d. Upon the execution of this Agreement, the parties shall cause the Lawsuit to be dismissed without prejudice.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this

Agreement on the date first above written.



ANDREI J. KUBLAN, ESQ.



CORI RUTH CURTIS

11/14/2019

Date

November 7, 2019.

Date

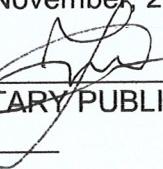
State of Virginia

County/City of Fairfax

to wit:

I, Alexandra Levantovscaia, a Notary Public in and for the State and county aforesaid, do hereby certify that ANDREI J. KUBLAN, ESQ., whose name is signed to the foregoing Settlement Agreement and Release, appeared before me this day in person and acknowledged same in my presence.

GIVEN under my hand this 14 day of November, 2019.


NOTARY PUBLIC

My Commission Expires: 05/31/2022



State of VIRGINIA

County/City of FAIRFAX

, to wit:

I, Lubna Shafi, a Notary Public in and for the State and county aforesaid, do hereby certify that CORI RUTH CURTIS whose name is signed to the foregoing Settlement Agreement and Release, appeared before me this day in person and acknowledged same in my presence.

GIVEN under my hand this 1st day of November, 2019.


NOTARY PUBLIC

My Commission Expires: 05/31/2020

